BENGALURU WEST CITY CORPORATION

TENDER DOCUMENT – KW4

(WORKS COSTING MORE THAN Rs. 100 LAKHS)

Name of Work:-

Comprehensive Development of Roads and Drains at Kodipalya, Sridharagudda Layout, Greenview Layout, Jettegerepalya and Surrounding Area in ward no-33, Hemmigepura Under CMIDP Grants 2025-26 (GO Sl.no-3 & 5) (Package-5)

Estimate Cost: 2000.00 Lakhs

BANGALORE WEST WEST CORPORATION

BWCC Office Building, CA No-3, 1st Main Road, Outer Ring Road – Kommaghatta Road, Kengeri Upanagara, Bangalore-560060

Telephones:..... Fax: .....

TENDERS FOR THE WORK OF

Comprehensive Development of Roads and Drains at Kodipalya, Sridharagudda Layout, Greenview Layout, Jettegerepalya and Surrounding Area in ward no-33, Hemmigepura Under CMIDP Grants 2025-26 (GO Sl.no-3 & 5) (Package-5)

(Description of Work)

Sl. No.	Name of Work
1.	Comprehensive Development of Roads and Drains at Kodipalya, Sridharagudda Layout, Greenview Layout, Jettegerepalya and Surrounding Area in ward no-33, Hemmigepura Under CMIDP Grants 2025-26 (GO Sl.no-3 & 5) (Package-5)

TENDER REFERENCE : **EE/KEN/TEND/03/ 2025-26** Dated:-01.12.2025

DOWNLOADING OF TENDER DOCUMENT : From 06.12.2025

PREBID MEETING : 10.12.2025 @3.00PM Office of the Chief Engineer,

LAST DATE AND TIME FOR SUBMISSION OF TENDERS : 20.12.2025 at 4.00PM.

TIME AND DATE OF OPENING OF TECHNICAL BID OF TENDERS : 22.12.2025 at 11.00AM.

PLACE OF OPENING OF TECHNICAL BID : Kengeri Division.

TIME AND DATE OF OPENING OF FINANCIAL BID : After Completion of Technical Bid

PLACE OF OPENING OF FINANCIAL BID : Kengeri Division

ADDRESS FOR COMMUNICATION : Office of Executive Engineer, CA-03, 1st main road

Building, Outer Ring Road, Kommaghatta Road,

Kengeri Upanagara, Bangalore-560060.

BANGALORE WEST CITY CORPORATION

No: **EE/KEN/TEND/03/ 2025-26**

Office of the Executive Engineer
Kengeri Division,
CA-03, 1st main road, Outer Ring Road
Kommaghatta Road, Kengeri
Upanagara
Bangalore – 560060
Dated:-01.12.2025

(Two Cover Tender-KW4)
(Through GOK Kppp Portal only)

The Executive Engineer (Kengeri) invites tenders from eligible tenderers for the works details in the table given below. The Tenderers may submit tenders for any or all of the works given in the table in appropriate class registered in Bruhat Bangalore Mahanagara Palike /CPWD /KPWD /Railways /MES / any State or West Govt. organization (Standard Tender Document – KW4).

Tender documents may be downloaded from Government of Karnataka e-Procurement website
https:// eproc.karnataka.gov.in/kppp portal/index.seam under login for Contractors:

a. After login to Contractors, we scroll down to the left side bottom to see List of Tenders, Please click there to find the details of NIT and download copy of the tender. The tender can be downloaded in the portal as per prescribed date and time published in the portal. Only Interested Contractors who wish to participate should remit on line transaction fee for tender after registering in the portal. The transaction fee is non-refundable if you wish to participate.

Tenders must be accompanied by earnest money deposit which should be paid online through e-Procurement portal using any of the following payment modes: Credit Card, Direct Debit, National Electronic Fund Transfer (NEFT), Over the Counter (OTC).

Tenders must be electronically submitted (on-line through internet) within the date and time published in e-procurement portal. Tenders will be opened at prescribed time and date in the KPPP portal , in the presence of the Tenderers who wish to attend at the OFFICE OF THE EXECUTIVE ENGINEER, Kengeri Division, CA-03, 1st main road, Outer Ring Road, Kommaghatta Road, Kengeri Upanagara, Bangalore – 560060. Other details can be seen in the tender documents.

TABLE

Sl. No.	Name of the Work	Approx. Value of Work (Rs. in Lakh)	EMD (in Rs.)	Tender Processing Fee(in Rs.)	Period of Completion (in days) Including monsoon	Eligibility of Contractor

1	Comprehensive Development of Roads and Drains at Kodipalya, Sridharagudda Layout, Greenview Layout, Jettegerepalya and Surrounding Area in ward no-33, Hemmigepura Under CMIDP Grants 2025-26 (GO Sl.no-3 & 5) (Package-5)	2000.00	20,00,000 (Rs.1,00,000/- online & Remaining balance BG/FDR)	**As per KPPP Portal**	06 Months	**As per KW-4**

NOTE:

1. Availiblity of RFP documents date : **06.12.2025** onwards
2. Pre bid meeting will be held on **10.12.2025** at 3.00PM in the Office of the Chief Engineer, West Zone-1 ,BWCC 18th Floor, Public uitility building , Bangalore- 560 001. Headed by Chief Engineer, West Zone-1 BWCC
3. Last date submission of tender documents on or before **20.12.2025** at 4.00PM
4. Technical Bids will be opened on the website https://kppp.karnataka.gov.in in the office of the Executive Engineer, Kengeri division on **22.12.2025** at 11.00AM
5. Aspiring Bidders/Contractors who have not registered in e-procurement should register before participating through the website https://kppp.karnataka.gov.in
6. Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents have been attached with bid.
7. All the required information required for Bids must be filled and submit online.
8. For details, registration and e-payment visit GOK e-Procurement website https://kppp.karnataka.gov.in or contact e-Procurement Helpdesk at 080 – 22441076.

TERMS & CONDITIONS:

1. Any reputed Individual / Company registered with BWCC / CPWD / KPWD / Railways / MES or any State Government Organizations are eligible to apply.
2. No Joint Venture / Consortium is permissible.
3. The Tender Document will form the part and parcel of the Agreement.
4. The Bangalore West City Corporation reserves the right to accept / reject any or all the Tenders without assigning any reasons.
5. The Tender will remain valid for **180 Days after** the Deadline Date for Tender Submission.
6. The Work shall be commenced with all Men and Machinery within 7 days from the Date of Work Order, failing which it would be presumed that the Successful Tenderer is not interested in the Work and Action will be taken to get the Work executed through Alternate Agency at the risk and cost of the Former Tenderer.
7. Tenderer who have the works Pending with them will not be entertained.
8. The Tender Accepting Authority shall have the power to accept to reject any tender without
   assigning any reason there of.
9. As per Government norms statutory deduction will be deducted and certificate will be issued in
   favour of the Contractor from every running bill / final bills of the contractor:
10. The rates quoted in the schedule shall be inclusive of all taxes applicable.
11. Black Listed Contractors / in Govt. / Quasi Govt. / Boards / BWCC/BWCC etc., are not eligible to quote, if found such Tenders will be rejected.
12. The successful Tenderer shall pay the Difference Cost if within 7 days from the date of receipt of
    the intimation from this Office.
13. The successful Tenderer shall execute an Agreement within **7 days from** the date of receipt of LOA
    the intimation from this Office.
14. As per Government order no. LD 300/LET/2006, dt: 18/01/2007, 1% of the Estimated Cost will be deducted and remitted to Karnataka State Building & Other Construction Employees Welfare Board.
15. Sub-Letting of work is prohibited.
16. The defect liability period for Civil works maintenance period is Three year from the date of final bill. The FSD will be refunded only after the defect liability period.

17. Frequency of the quality test of all the materials and other tests have to be conducted by the contractor as per MORTH (IV th Revision) I.R.C. guidelines and other relevant Indian standards in his laboratory or any other laboratory assigned by BWCC on his own cost in presence of Engineer / consultants appointed by BWCC.
18. Further Details of the Work can be obtained from the Office of the Executive Engineer, Kengeri Division, CA-03, 1st main road, Outer Ring Road Kommaghatta Road, Kengeri Upanagara
Bangalore – 560060. on all Working Days During office hours.
19. All the participants should produce all the original documents for verification whenever necessary.
20. Conditional tenders will not be accepted.
21. The Tender Notification along with Blank Tender Form will be accessible in the e-procurement website (**www.kppp.gov.in**)
22. For any information regarding e-procurement or e-procurement training is required contact HP HELP DESK 080-22485927, 080-22485867.
23. Tender Processing fee and EMD up to Rs 1.00 Lakh should be made in e-procurement portal only using any of the following four modes of e-payment.
    - Credit Card
    - Direct Debit
    - National Electronic Fund Transfer (NEFT)
    - Remittance of the bank counter (OTC)

    Balance amount of EMD Should made through Bank guarantee.
24. All the conditions applicable as per Chief commissioner (GBA) / Commissioner (BWCC) Instructions
and directions
25. The Other Conditions Remain same as per RFP

Sd/-
Executive Engineer
Kengeri Division

Copy Submitted to:

1. The Chief Commissioner, GBA for kind information
2. The Hon'ble Administrator, BWCC for kind information
3. The Commissioner, BWCC for kind information
4. Additional Commissioner (Development) BWCC for kind information.
5. Engineer-in-Chief for kind information
6. Chief Engineer (West Zone -1) for kind information.
7. CAO/ DCF (BWCC) for kind information.
8. I.T Advisor with a request to publish in the BWCC website.
9. Accounts Superintendent / Cashier for information.
10. Public Relation Officer, BWCC with a request to take need full action to publish the same in any two leading daily news papers (in Kannada and English), Notice Board. Office Copy..

Executive Engineer
Kengeri Division

Contents

Section	Description	Page No.
1.	INVITATION FOR TENDERS (IFT)	2
2.	INSTRUCTIONS TO TENDERERS (ITT)	7
3.	QUALIFICATION INFORMATION	19
4.	FORM OF TENDER, LETTER OF ACCEPTANCE, NOTICE TO PROCEED WITH THE WORK AND AGREEMENT FORM	21
5.	CONDITIONS OF CONTRACT (CC)	24
6.	CONTRACT DATA	36
7.	SPECIFICATIONS	43
8.	DRAWINGS	44
9.	BILL OF QUANTITIES	45
10.	FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT	46

SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)

Table of Clauses

		Page No.
A.	**General**	
1.	Scope of Tender	8
2.	Eligible Tenderers	8
3.	Qualification of the Tenderer	8
4.	One Tender per Tenderer	10
5.	Cost of Tendering	10
6.	Site Visit	11
B.	**Tender Documents**	
7.	Content of Tender documents	11
8.	Clarification of Tender Document	11
9.	Amendment of Tender documents	11
C.	**Preparation of Tenders**	
10.	Documents comprising the Tender	12
11.	Tender prices	12
12.	Tender validity	12
13.	Earnest money deposit	12
14.	Format and signing of Tender	13
D.	**Submission of Tenders**	
15.	Sealing and marking of Tenders	13
16.	Deadline for submission of Tenders	14
17.	Late Tenders	14
18.	Modification and Withdrawal of Tenders	14
E.	**Tender opening and evaluation**	
19.	Opening of First Cover of all Tenders and evaluation to determine Qualified Tenderers	14
20.	Opening of Second Cover Tenders of qualified Tenders and evaluation	14
21.	Process to be confidential	14
22.	Clarification of Tenders	15
23.	Examination of Tenders and determination of responsiveness	16
24.	Correction of errors	16
25.	Evaluation and comparison of Tenders	16
F.	**Award of contract**	
26.	Award criteria	17
27.	Employer's right to accept any Tender and to reject any or all Tenders	17
28.	Notification of award and signing of Agreement	17
29.	Security deposit	17
30.	Advance payment and Security	18
31	Corrupt or Fraudulent Practices	18

A. General

1.Scope of Tender

1.1 **The Executive Engineer, Kengeri Division, BWCC** (Referred to as Employer in these documents) invites tenders following Two Cover tender procedure, from eligible Tenderers, for the work) the Table given in the Invitation for Tenders (IFT). Comprehensive Development of Roads and Drains at Kodipalya, Sridharagudda Layout, Greenview Layout, Jettegerepalya and Surrounding Area in ward no-33, Hemmigepura Under CMIDP Grants 2025-26 (GO Sl.no-3 & 5) (Package-5)
detailed in

2. Eligible Tenderer's:

2.1 **Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka / BWCC**

2.2 **Tenders from Joint ventures are not acceptable.**

3. Qualification of the Tenderer:

3.1 All Tenderers shall provide the requested information accurately and in sufficient detail in Section 3: Qualification information.

3.2 To qualify for award of this contract, each Tenderer in its name should have in the last five years (i.e. **2020-21 to 2024-25)**

(a) Achieved a minimum financial turnover (in all classes of civil engineering construction works only) of **Rs.3202.55 lakhs** in at least two financial years. The tenderer should submit VAT/GST certificates to confirm the Annual turnover. The certificate and turnover abstract should be duly certified by the Chartered Accountant. (Updated to the FY in which the tenders are invited. Financial turnover of previous years shall be given a weight of 10% per year to bring them to the price level of the FY in which the tenders are invited.)

(b) Mandating satisfactorily completed as a prime contractor, in similar nature of single work value not less than **Rs.800.65 Lakhs** of the tender value. Similar nature of work means the contractor should have completed the work related to "Comprehensive Development of Roads and Drains" in any of the Urban Areas of the Country only.

(c) The intending bidder should submit completion certificate / work done certificate along with the final bill copy amounting to value not less than 800.65 Lakhs.

(d) The participating tenderer should submit work done certificate for the following nature of work executed in any one year in the last five years, the following minimum quantities of work:

Sl. No	Description	Unit	Quantity
1	Earthwork Excavation	Cum	19465
2	PCC / DLC in all Grades	Cum	1492
3	RCC in all Grades	Cum	1950
4	Granular Sub base	Cum	3384
5	Wet mix Macadam	Cum	5771
6	Bituminous Macadam	Cum	1826
7	Bituminous Concrete	Cum	1461
8	Precast covering Slabs	Sqm	6951
9	TMT Steel	Tonne	109.50

11	Road Marking	Sqm	1170

3.31. Note : Experience in similar nature of work, having done under Urban condition will only be considered towards the requirements of eligibility criteria

3.3

3.4 Each Tenderer should further demonstrate:

(a) Availability by owning critical equipment and at least 50% of the required/specified key equipment for this work and the remaining 50% can be deployed on lease/hire basis for all works provided the relevant documents (commitment agreements etc.) for availability for this work are furnished.

Sl No	**Description of equipment**	**Qty**	**Ownership**
1	Drum Mix 40/60 TPH	1 No	Own
2	Excavator	2 No	At least 50% Own
3	Mechanical Paver Finisher	1 No	Own
4	Vibratory Road Roller with Capacity 8-10 Tonnes	1 No	Own
5	Motor Grader	1 No	Own
6	Tractor Mounted with Air Compressor for cleaning	2 No	At least 50% Own
7	Tractor Mounted with Heating Bitumen in Boiler Fitted with Spray Set	1 No	Own
8	Tippers / Tractors	6 Nos	At least 50% Own
9	Water tankers	2 Nos	Own

Plant and equipment to be mobilized for the work shall be in good serviceable condition and be less than Ten (10) years old, as 06.12.2025, also yard of the plant should be in working condition and the radius of the site should be within 40KM from Kengeri Division. In This Regard, a sketch showing the Location of HMP has to be uploaded along with the technical bid Documents.

(b) Liquid assets and /or availability of credit facilities of not less **than Rs. 480.40 Lakhs** (Credit lines/ letter of credit/ certificates from banks for meeting the fund requirement etc. (usually the equivalent of the estimated cash flow for three months in the peak construction period

(c) The intending bidders are advised to visit the site of work, make themselves familiar with local situation about the availability of construction materials, work men, land required for construction activities, etc and shall upload along with details of references for visit of different parts of package in the form of photographs of site from the tender inviting authority.

(d) The Bidders who Participated earlier in the tender & awarded the contract pertains to Executive Engineer (Kengeri Division) and Failed to Execute the said work, those bidders will not be Considered For this Tender.

3.3.1 **Tenderer shall:**

a) Be registered with BWCC /BDA/ NHAI/ PWD/ CPWD or other West/State agency, as required by law to perform his obligations under this contract;

b) Conduct a reasonable background check of the personnel employed by the Tenderer to execute the Works; and

c) Personnel employed by the Tenderer for the Works shall have requisite technical, financial or managerial qualifications along with necessary professional licenses.

3.5 To qualify for a package of contracts made up of this and other contracts for which tenders are invited in this IFT, the Tenderer must demonstrate having experience and resources to meet the aggregate of the qualifying criteria for the individual contracts.

3.6 Sub-contractors' experience and resources shall not be taken into account in determining the Tenderer's compliance with the qualifying criteria except to the extent stated in 3.2 (d) and (e) above.

3.7 Tenderers who meet the above specified minimum qualifying criteria, will only be qualified, if their available tender capacity is more than the total tender value. The available tender capacity will be calculated as under:

Assessed available tender capacity = (A*N*1.5 - B)

Where

A = Maximum value of works executed in any one year during the last five years taking into account the completed as well as works in progress (updated to FY 2024-25 price level)

N = Number of years prescribed for completion of the works for which tenders are invited.

B = Value, at FY 2024-25 price level, of existing commitments and on-going works to be completed during the next 06 months

Note: 1). The statements showing the value of existing commitment and ongoing works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the respective employer in charge, not below the rank of an Executive Engineer or equivalent. As per the table 3A & 3B of Section-3 of Qualification information

3.7 Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
- participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

5. Cost of Tendering:

5.1 The tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible and liable for those costs.

6. Site visit:

6.1 The tenderer or a representative of the tenderer, at the expense, risk and responsibility of the tenderer, must make a physical visit to and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the tender and entering into a contract for construction/improvements/development works they are also advised to upload along with the bid the details of visit of different parts of the scheme in the form of photographs of the site. The cost of visiting the site shall be at the tenderers own expense.

B. Tender documents

7. Content of Tender documents

7.1 The set of tender documents shall have all the Sections given in Page 2

7.2 Both the sets should be completed and returned with the tender.

8. Clarification of Tender Documents

8.1 A prospective tenderer requiring any clarification of the tender documents may notify the Employer in writing or by cable (hereinafter "cable" includes telex and facsimile) at the Employer's address indicated in the invitation to tender. The Employer will respond to any request for clarification which he receives earlier than 02 days prior to the deadline for submission of tenders. Copies of the Employer's response will be forwarded to all purchasers of the tender documents, including a description of the enquiry but without identifying its source.

8.2 **Pre-tender meeting:**

8.2.1 The tenderer or his authorized representative is invited to attend a pre-tender meeting which will take place at The Office of the Chief Engineer, RR Nagar Zone-1, Ideal Homes, Rajarajeswari Nagar Zone, Blore-98

8.2.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage

8.2.3 The tenderer is requested to submit any questions in writing or by cable to reach the Employer not later than 2 days before Pre bid meeting**.**

8.2.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the tender documents. Any modification of the tender documents listed in Sub-Clause 7.1 which may become necessary as a result of the pre-tender meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 9 and not through the minutes of the pre-tender meeting.

8.2.5 Non-attendance at the pre-tender meeting will not be a cause for disqualification of a tenderer.

9. Amendment of Tender documents

9.1 Before the deadline for submission of tenders, the Employer may modify the tender documents by issuing addenda.

9.2 Any addendum thus issued shall be part of the tender documents and shall be communicated in writing or by cable to all the purchasers of the tender documents.

9.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend as necessary the deadline for submission of tenders, in accordance with Sub-Clause 16.2 below.

C. Preparation of Tenders

10. Documents comprising the Tender

10.1 The tender submitted by the Tenderer shall be in two covers and shall contain the documents as follows:

10.1.1 First Cover:

(a) Earnest Money Deposit;
(b) Qualification Information as per formats given in Section 3;
c) Tender transaction fee. Online payment through e-Procurement platform;
d) General eligibility criteria;
e) Document / evidence required from the tenderer.

10.1.2 Second Cover:

(a) The Tender (in the format indicated in Section 4)
(b) Priced Bill of Quantities (Section 9);

and any other materials required to be completed and submitted by Tenderers in accordance with these instructions. The documents listed under Sections 3, 4, 6 and 9 shall be filled in without exception.

10.2 Tenderers submitting tenders together with other contracts stated in the IFT to form a package will so indicate in the tender together with any discounts offered for the award of more than one contract.

11. Tender prices

11.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Tenderer.

11.2 The Tenderer shall fill in rates and prices and line item total (both in figures and words) for all items of the Works described in the Bill of Quantities along with total tender price (both in figures and words). **Items for which no rate or price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities**. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.

11.3 All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause, shall be included in the rates, prices and total Tender Price submitted by the Tenderer.

11.4 The rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with the provisions of Clause of the Conditions of Contract

12. Tender validity

12.1 Tenders shall remain valid for a period not less than **180 days** after the deadline date for tender submission specified in Clause 16. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.

12.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or by cable. A Tenderer may refuse the request without forfeiting his earnest money deposit. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 13 in all respects.

13. Earnest Money deposit

13.1 The Tenderer shall furnish, as part of his tender, earnest money deposit (EMD) at the following rates
a) Upto Rs.20 Lakhs - 2.5%

b) Rs.20 Lakhs and above upto Rs. 1 crore – 2% subject to a minimum of Rs. 50,000/-
c) Rs.1 crore and above up to Rs.10 crores – 1.5% subject to a minimum of Rs. 2,00,000/-
d) Rs.10 crores and above – 1% subject to a minimum of Rs.15,00,000/-.
e) Fixed Deposit Receipt (FDR) subject to the following condition

- Maturity date of FDRs issued by the Bank should be beyond the date expected date of finalization of the tender.

Earnest money deposit will have to be in any one of the forms as specified in the Tender document and as per circular PWD: 15:ITC:2008/2009 Dated:02-12-2010 (Minimum of Rs.1,00,000/- through e-payment under of the following i.e., online / RTGS / NEFT / OTC and the balance by bank guarantee/FDR issued by Nationalized/Scheduled Bank and shall have to be valid for 120 days beyond the validity of the tender.

As per Circular: PWD:15:ITC:2008/2009 Dated:02-12-2010 the Tenderer shall submit the ORIGINAL BG/FDR for Part EMD on or before the Opening of Technical Bid, if failed to submit, the bid will be rejected and the initial amount deposited through e-procurement will be forfeited and further their names will be proposed for Black Listing if resorted repeatedly.

13.2 Instruments having fixed validity issued as earnest money deposit for the tender shall be valid for **120 days beyond** the validity of the tender.

13.3 Any tender not accompanied by an acceptable earnest money deposit and not secured as indicated in Sub-Clauses 13.1 and 13.2 above shall be rejected by the Employer as non-responsive.

13.4 The earnest money deposit of unsuccessful Tenderers will be returned within 30 days of the end of the tender validity period specified in Sub-Clause 12.1.

13.5 The earnest money deposit of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required Performance Security.

13.6 The earnest money deposit may be forfeited:

(a) if the Tenderer withdraws the Tender after tender opening during the period of tender validity;

(b) if the Tenderer does not accept the correction of the Tender Price, pursuant to Clause 24; or

(c) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to

(i) Sign the Agreement; or

(ii) Furnish the required Security deposit

14. Format and signing of Tender

14.1 The Tenderer shall prepare one original and a copy of the documents comprising the Tender as described in Clause 10 of these *Instructions to Tenderers*, and clearly marked "**ORIGINAL**" and "**COPY**" as appropriate. In the event of discrepancy between them, the original shall prevail.

14.2 The original and a copy of the Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. All pages of the tender where entries or amendments have been made shall be initialed by the person signing the tender

14.3 The Tender shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed by the person signing the Tender.

D. Submission of Tenders

15. Sealing and marking of tenders

15.1 The Tenderer shall seal the original and a copy of the Tender in separate envelopes, duly marking the envelopes as "**ORIGINAL**" and "**COPY**". These envelopes (called as inner envelopes) shall then be put inside one outer envelope.

15.2 The **inner and outer** envelopes shall

(a) Be addressed to the Employer at the following address:

Office of the Executive Engineer
Kengeri Division
CA-03, 1st main Road, Outer Ring Road, Bangalore –560 060

(insert address of office for Tender submission), and

(b) bear the following identification:

- Tender for .....[name of contract]
- Tender Reference No.....[insert number]
- DO NOT OPEN BEFORE.....[time and date for tender opening, per Clause 19]

15.3 In addition to the identification required in Sub-Clause 15.2, the inner envelopes shall indicate the name and address of the Tenderer to enable the tender to be returned unopened in case it is declared late, pursuant to Clause 17.

15.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Tender.

Note:-

1. The Tenderer shall access Tender Documents, fill them and submit the Completed Tender Document as stated in Clause 10 through Website of e – Procurement itself https://kppp.karnataka.gov.in). The Signed, Sealed and Scanned Copy of all the Documents as stated in Clause 10 shall be attached to the e – Tender Document, failing which the Bid will not be considered. It is the Responsibility of the Tenderer to submit all the Documents pertaining to Eligibility Criteria / Qualification Information with due diligence. All the Pages of the Document shall be serially numbered with an Index for ready reference.
2. No Physical Documents shall be considered. However, all the participating Tenderers shall produce all the Original Documents for Verification whenever asked by the Employer.

16. Deadline for submission of the Tenders

16.1 Tenders must be received by the Employer at the address specified above no later **20.12.2025** at 4.00 PM hours In the event of the specified date for the submission of tenders being declared a holiday for the Employer, the tenders will be received up to the appointed time on the next working day.

16.2 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 9, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

17. Late Tenders

17.1 Any Tender received by the Employer after the deadline prescribed in Clause 16 will be returned unopened to the Tenderer.

18. Modification and Withdrawal of Tenders

18.1 Tenderers may modify contents of First or Second Covers separately for each Cover or withdraw their Tenders by giving notice in writing before the deadline prescribed in Clause 16.

18.2 Each Tenderer's modification separately for each Cover or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 14 & 15, with the outer and inner envelopes additionally marked "**MODIFICATION FOR FIRST/SECOND COVER**" or "**WITHDRAWAL**", as appropriate.

18.3 No Tender may be modified after the deadline for submission of Tenders.

18.4 Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in Clause 12.1 above or as extended pursuant to Clause 12.2 may result in the forfeiture of the earnest money deposit pursuant to Clause 13.

18.5 Tenderers may only offer discounts to, or otherwise modify the prices of their Tenders by submitting Tender modifications in accordance with this clause, or included in the original Tender submission.

E. Tender opening and evaluation

19. Opening of First Cover of all Tenders and evaluation to determine qualified Tenderers:

19.1 The Employer will open the First Covers of all the Tenders received (except those received late or withdrawn), including modifications for First Cover made pursuant to Clause 18, in the presence of the Tenderers or their representatives who choose to attend on **22.12.2025 at 11.00 AM** on the date and the place specified in Clause 16. In the event of the specified date of Tender opening being declared a holiday for the Employer, the Tenders will be opened at the appointed time and location on the next working day.

19.2 Note Applicable

19.3 The Tenderers names, the presence or absence of earnest money deposit (amount, format and validity), the submission of qualification information and such other information as the Employer may consider appropriate will be announced by the Employer at the opening. Late and withdrawn Tenders will be returned unopened to tenders.

19.4 The Employer shall prepare minutes of the Tender opening, including the information disclosed to those present in accordance with Sub-Clause 19.3.

19.5 Note Applicable

19.6 The Employer will evaluate and determine whether each tender (a) meets the eligibility criteria defined in ITT Clause 2; (b) is accompanied by the required earnest money deposit as per stipulations in ITT Clause and (c) meets the minimum qualification criteria stipulated in ITT Clause 3. The Employer will draw out a list of qualified Tenderers.[1]

2. Opening of Second Cover/folder (Financial Part) of qualified Tenderers and evaluation:

20.1 The Employer will inform all the Qualified Tenderers the time, date and venue fixed for the opening of the Second Cover containing the priced Tenders. The Employer will open the Second Covers of Qualified Tenderers at the appointed time and date in the presence of the Tenders or their representatives who choose to attend. In the event of the specified date of Second Cover opening being declared a holiday for the Employer, the Second Covers will be opened at the appointed time and location on the next working day.

19.7 Note Applicable

20.2 The Tenderers' names, the Tender prices, the total amount of each Tender, any discounts, Tender modifications and withdrawals, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No Tender shall be rejected at Tender opening.

[1]

20.4 The Employer shall prepare minutes of the Second Cover Tender opening, including the information disclosed to those present in accordance with Sub-Clause 20.3.

21. Process to be confidential

21.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of Tenders or award decisions may result in the rejection of his Tender.

22 Clarification of Tenders

22.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with Clause 24.

22.2 Subject to sub-clause 22.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.

22.3 Any effort by the Tenderer to influence the Employer in the Employer’s Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers’ Tender.

23. Examination of Tenders and determination of responsiveness

23.1 Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender; (a) has been properly signed; and; (b) is substantially responsive to the requirements of the Tender documents.

23.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

23.3 If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

24. Correction of errors

24.1 Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

(a) where there is a discrepancy between the rates in figures and in words, the lower of the two will govern[2]; and
(b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

[2]

24.2 The amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount the Tender will be rejected, and the earnest money deposit may be forfeited in accordance with Sub-Clause 13.6 (b).

25. Evaluation and comparison of Tenders

25.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 23.

25.2 In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:
(a) making any correction for errors pursuant to Clause 24; and
(b) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub Clause 18.5.

25.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.

25.4 The estimated effect of the price adjustment conditions under Clause 41 of the Conditions of Contract, during the implementation of the Contract, will not be taken into account in tender Evaluation

25.5 If the tender of the successful tenderer is seriously unbalanced in relation to the Employer’s estimate of the cost of the work to be performed under the contract, the Employer may require the Tenderer to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 29 be increased at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful under the contract.

F. Award of Contract

26. Award criteria

26.1 Subject to Clause 27, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of Clause 2, and (b) qualified in accordance with the provisions of Clause 3.

27. Employer's right to accept any Tender and to reject any or all Tenders

27.1 Not withstanding Clause 26, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

28. Notification of award and signing of Agreement

28.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by cable, telex, e-mail or facsimile confirmed by registered letter. This letter (hereinafter and in the *Conditions of Contract* called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

28.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of Security deposit in accordance with the provisions of Clause 29.

28.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of Employer within 7 days following the notification of award along with the Letter of Acceptance. Within 7 days of receipt, the successful Tenderer will sign the Agreement and deliver it to the Employer.

28.4 Upon the furnishing by the successful Tenderer of the Performance Security, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

29. Security deposit

29.1 Within 7 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Security deposit in any of the forms given below for an amount **equivalent to 5%** of the Contract price plus additional security for unbalanced tenders in accordance with Clause 25.5 of ITT and Clause 44 of the Conditions of Contract for all works :

- Banker's cheque/Demand draft/Pay Order in favour of The Executive Engineer Kengeri Division at Bangalore or
- A Bank Guarantee in the form given in Section 10; or
- Special Small savings instruments pledged to Commissioner, BWCC / Executive Engineer – Kengeri Division, BWCC

29.2 If the security deposit is provided by the successful Tenderer in the form of a Bank Guarantee, it shall be issued either by a Nationalized/Scheduled bank

.

29.3 The security deposit if furnished in cash or demand draft can, if requested, be converted to interest bearing securities at the cost of the contractor.

29.4 Failure of the successful Tenderer to comply with the requirements of Sub-Clause 29.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest money deposit.

30 Advance Payment and Security:

31. Corrupt or Fraudulent practices

31.1 The BWCC requires that the Tenderers/Suppliers/Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, BWCC:

(a) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a BWCC contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a BWCC contract.

31.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 50.2 of the Conditions of Contract.

SECTION 3: QUALIFICATION INFORMATION

The information to be filled in by the Tenderer hereunder will be used for purposes of computing Tender capacity as provided for in Clause 3 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

1.1 Constitution or legal status of Tenderer [Attach copy]
Place of Registration _____
(Attach Copy)
Principal place of business: _____

1.2 Total value of civil engineering construction works executed and payments received in the last five years (in Rs. Lakhs) Attach Certificate from Chartered Accountant
2020- 21 .....
2021-22 .....
2022-23 .....
2023-24.....
2024-25 .....

1.3 Work performed as Prime Contractor (in the same name) on works of similar nature over during the five years specified in 1.2 above.

Project Name	Name of Employer	Descrip-tion of Work	Contract Number	Value of Contract Rs. Lakhs	Date of issue of work order	Specified period of completion	Actual date of Actual date of	Remarks explaining reasons for delay in completion of work
1	2	3	4	5	6	7	8	9

1.4 Quantities of work executed as prime contractor (in the same name) during the last five years specified in 1.2 above:

Year	Name of Work	Name of Employer	Quantity of work performed (cum)[3]			Remarks (Indicate contract reference)
			Cement Concrete	Masonry	Earthworks	
2020-21						
2021-22						
2022-23						
2023-24						
2024-25						

1.5 Information on works for which Tenders have been submitted and works which are yet to be completed as on the date of this Tender.

(A) Existing commitments and on-going works:

Description of Work	Place & State	Contract No. & Date	Name And Address of Employer	Value of Contract (Rs. lakhs)	Stipulated period of completion	Value of works remaining to be completed (Rs. lakhs) Attach Certificates from Engineers –in-Charge	Anticipated date of completion
1	2	3	4	5	6	7	8

(B) Works for which Tenders already submitted:

[3] Items of work for which data is requested should tally with that specified in ITT Clause 3

Description of Work	Place & State	Name and Address of Employer	Estimated value of works (Rs. lakhs)	Stipulated period of completion	Date when decision is expected	Remarks if any
1	2	3	4	5	6	7

1.6. The following items of equipment are considered essential for successfully carrying out the works. The Tenderer should furnish all the information listed below.

Item of Equipment	Requirement[4]		Owned	Owned and available		
	No.	Capacity		Number/ Capacity	Age/ condition	Remarks

1.7 Reports on the financial standing of the tenderer, such as profit and loss statements and auditor's reports for the last five years;

1.8 Deleted.

1.9. Name, address, and telephone, telex, and fax numbers of the Tenderers' bankers who may provide references if contacted by the Employer.

1.10 Evidence of access to financial resources to meet the qualification requirement specified in ITT Clause3.3 (b): Cash in hand, Letter of Credit etc. List them below and attach certificate from the Banker in the suggested format as mentioned in G.O. No. FD-CAM/16/2022(P-2) Dated: 22.08.2022 is applicable.

[4] The item of equipment, required number and capacity should match with those specified in ITT Clause 3.3 (a)

Format of Bankers Certificate/ Line of Credit Letter

[To Be Issued in the Letter Head of the Bank Branch]

Reference Number (Sl.No) Place:

Date:

To,

[Name & Address of the beneficiary]

This is to certify that Mr./M/s. _____[name of the customer] having his/their registered/administrative office at __ _ _._ _ is a customer of our Bank and is/are engaged in [nature of activity]. if the said customer is allotted/awarded with "Comprehensive Development of Roads and Drains at Kodipalya, Sridharagudda Layout, Greenview Layout, Jettegerepalya and Surrounding Area in ward no-33, Hemmigepura Under CMIDP Grants 2025-26 (GO Sl.no-3 & 5) (Package-5) we may extend credit facilities up to Rs..... to meet his / their working capital requirements towards the execution of the said work order as per the loan policy of the Bank.

This certificate is valid up to 6 months or 180 days from date of issue, that is up to dd/mm/yyyy.

Yours faithfully,
Sd/- Branch Manager ,
Name of the Bank,
Address:.....

Note : The bidders are hereby informed to obtain the banker's certificate in the format as above without any alternations. Any change/alteration in the format as above in the Banker's Certificate submitted by the bidders, is cancelled.

1.11 Deleted

1.12 Information on litigations in which the Tenderer is involved:

Other Party (ies)	Employer	Details of dispute	Amount involved	Remarks showing present status

1.13 The proposed methodology and program of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones.

AFFIDAVIT

(Refer Clause 1.14 of qualification Information)

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.

2. The undersigned also hereby certifies that neither our firm M/s ___ _____ have abandoned any work on SH/ULB/National Highways in India nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this tender

3. The undersigned hereby authorize (s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.

4. The undersigned understand and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department/ Project implementing agency.

(Signed by an Authorised Officer of the Firm)

Title of Officer

Name of Firm

DATE

UNDERTAKING

(Refer Clause 1.14 of qualification Information)

I, the undersigned do hereby undertake that our firm M/s _____ agree to abide by this tender for a period 120 days for the date fixed for receiving the same and it shall be binding on us and may be accepted at any time before the expiration of that period.

(Signed by an Authorized Officer of the Firm)

Title of Officer

Name of Firm

DATE

SECTION 4: FORMS OF TENDER, LETTER OF ACCEPTANCE, NOTICE TO PROCEED WITH THE WORK AND AGREEMENT FORM

Form of Tender

Description of the Works: .....
.....
(To be filled in by the Employer before issue of the Tender document)

Tender

To : .....

Address .....
.....
(To be filled in by the Employer before issue of the Tender document)

GENTLEMEN,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of ..... *[in figures] (*.....) *[in letters]*.[5]

This Tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.

The advance payment required is Rs.....

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby confirm that this Tender complies with the Tender validity and Earnest money deposit required by the Tender documents.

We attach herewith our current income-tax clearance certificate.

Yours faithfully,

Authorized Signature:

Name & Title of Signatory: _____

Name of Tenderer _____
Address: ----------
---

[5] To be filled in by the Tenderer, together with his particulars and date of submission at the bottom of the Form of Tender

Letter of Acceptance

(letterhead paper of the Employer) .....[date]

To:

.....

.....[name and address of the Contractor]

Dear Sirs,

This is to notify you that your Tender dated ..... for execution of the .... *[name of the contract and identification number, as given in the Instructions to Tenderers]* for the Contract Price of Rupees .... (.....) [amount in words and figures], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are hereby requested to furnish Security deposit plus additional security for unbalanced tenders in terms of Clause 25.5 of ITT, in the form detailed in Clause 29.1 of ITT for an amount of Rs..... within 20 days of the receipt of this letter of acceptance valid up to 30 days from the date of expiry of Defects Liability Period i.e. up to ..... and sign the contract, failing which action as stated in Para 29.4 of ITT will be taken.

Yours faithfully,

Authorized Signature

Name and Title of Signatory

Name of Agency

Issue of Notice to proceed with the work

(letterhead of the Employer) .....(date)

To

.....
.....
..... (name and address of the Contractor)

Dear Sirs:

Pursuant to your furnishing the requisite security deposit as stipulated in ITT Clause 29.1 and signing of the contract agreement for the construction of ..... (Name of the work) a Tender Price of Rs..... , you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of signatory
Authorized to sign on behalf of Employer)

Agreement Form

Agreement

This agreement, made the .....day of .....20....., between.....
.....[name and address of Employer] (hereinafter called "the Employer") of the one part and
.....[name and address of contractor] (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor execute ..... [name and identification number of Contract] (Hereinafter called "the Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a contract price of Rupees.....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
   - i) Letter of Acceptance;
   - ii) Notice to proceed with the works;
   - iii) Contractor's Tender;
   - iv) Contract Data;
   - v) Conditions of contract (including Special Conditions of Contract);
   - vi) Specifications;
   - vii) Drawings;
   - viii) Bill of Quantities, Financial Bid.
   - ix) Minutes of Meeting of Pre-Tender Meeting and
   - x) Any other document listed in the Contract Data as forming part of the contract.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DAY, MONTH, AND YEAR DIGITALLY SIGNED.

SIGNED, SEALED AND DELIVERED for and on behalf of (THE AUTHORITY) by:	SIGNED, SEALED AND DELIVERED For and on behalf of (THE CONTRACTOR) by :
(Digital Signature) (Name) (Designation)	(Digital Signature) (Name) (Designation)
Upload Seal	Upload Seal

Within the knowledge of the following as the witnesses

1. (Digital Signature) (Name)	2. (Digital Signature) (Name)

SECTION 5: CONDITIONS OF CONTRACT

Table of Contents

A.	**General**	**P. No.**
	1. Definitions	25
	2. Interpretation	25
	3. Law governing contract	26
	4. Employers decisions	26
	5. Delegation	26
	6. Communications	26
	7. Subcontracting	26
	8. Other Contractors	26
	9. Personnel	26
	10. Employer's and Contractor's risks	26
	11. Employer's risks	26
	12 Contractor's risks	27
	13. Insurance	27
	14. Site Investigation Report	27
	15 Query about Contract Data	27
	16 Contractor to construct the Works	27
	17. The Works to be completed by Intended Completion Date	27
	18 Approvals by the Employer	27
	19. Safety	27
	20. Discoveries	28
	21. Possession of the Site	28
	22. Access to the Site	28
	23. Instructions	28
	24. Procedure for resolution of disputes	28
B.	**Time Control**	
	25. Program	28
	26. Extension of the Intended Completion Date	28
	27. Delays ordered by the Employer	28
	28. Management meetings	29
C.	**Quality Control**	
	29. Identifying defects	29
	30. Tests	29
	31. Correction of defects	29
	32. Uncorrected defects	30
D.	**Cost Control**	
	33 Bill of Quantities (BOQ)	30
	34 Variations	30
	35. Payment for Variations	30
	36. Submission of bills for payment	30
	37 Payments	31
	38. Compensation events	31
	39. Tax	31
	40 Price Adjustment	31
	41. Liquidated damages	31
	42. Advance Payments	31
	43. Securities	32
	44. Cost of repairs	32
E	**Finishing of Contract**	
	45. Completion	32
	46. Taking Over	32
	47. Final account	32
	48. As built drawings and/or Operating and Maintenance Manuals	32
	49. Termination	32
	50 Payment upon termination	33
	51. Property	33
	52. Release from performance	33
F	**Special Conditions of Contract**	33

Conditions of Contract

A. General

1. Definitions

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Tender.
Compensation events are those defined in Clause 38 hereunder.
The **Completion Date** is the date of completion of the Works as certified by the Employer in accordance with Sub Clause 46.1.
The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.2 below.
The **Contract Data** defines the documents and other information which comprise the Contract.
The **Contractor** is a person or corporate body who's Tender to carry out the Works has been accepted by the Employer.
The **Contractor's Tender** is the completed Tender document submitted by the Contractor to the Employer.
The **Contract price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
Days are calendar days; **months** are calendar months.
A **Defect** is any part of the Works not completed in accordance with the Contract.
The **Defects liability period** is the period named in the Contract Data and calculated from the Completion Date.
The **Employer** is the party who will employ the Contractor to carry out the Works.
Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
The **Initial Contract price** is the Contract Price listed in the Employer's Letter of Acceptance.
The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.
Materials are all supplies, including consumables, used by the contractor for incorporation in the Works.
Plant is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.
The **Site** is the area defined as such in the Contract Data.
Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.
The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.
A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.
A **Variation** is an instruction given by the Employer which varies the Works.
The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer will provide instructions clarifying queries about the Conditions of Contract.

2.2 The documents forming the Contract shall be interpreted in the following order of priority:
(1) Agreement
(2) Letter of Acceptance, notice to proceed with the works

(3) Contractor’s Tender
(4) Contract Data
(5) Conditions of Contract
(6) Specifications
(7) Drawings
(8) Bill of Quantities, Financial Bid.
(9) Minutes of Meeting of Pre-Tender Meeting and
(10) Any other document listed in the Contract Data as forming part of the contract.

3. Law governing contract

3.1 The law governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

4. Employer's decisions

4.1 Except where otherwise specifically stated, the Employer will decide contractual matters between the Employer and the Contractor.

5. Delegation

5.1 The Employer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications

6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. Subcontracting (Deleted)

7.1 Deleted.

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer.

9. Personnel

9.1 The Contractor shall employ the technical personnel (of number and qualifications) as may be stipulated by GOK from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.

9.2 If the Employer asks the Contractor to remove a person who is a member of the Contractor’s staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Employer’s and Contractor's risks

10.1 The Employer carries the risks which this Contract states are Employer’s risks, and the Contractor carries the risks which this Contract states are Contractor’s risks.

11. Employer's risks

11.1 The Employer is responsible for the excepted risks which are:
(a) rebellion, riot commotion or disorder unless solely restricted to employees of the Contractor or his Sub-Contractors arising from the conduct of the Works; or
(b) a cause due solely to the design of the Works, other than the Contractor’s design; or
(c) any operation of the forces of nature (in so far as it occurs on the Site) which an experienced contractor:
(i) could not have reasonably foreseen; or

(ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures;
(A) prevent loss or damage to physical property from occurring by taking appropriate measures or
(B) insure against such loss or damage

12. Contractor's risks

12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13. Insurance:

13.1 The Contractor shall prior to commencing the works, effect and thereafter maintain insurances, in the joint names of the Employer and the Contractor, (cover from the first working day after the Start Date to the end of Defects Liability Period), in the amounts stated in the Contract Data :
(a) for loss of or damage to the Works, Plants and Materials and the Contractor's equipment;
(b) for liability of both Parties for loss, damage, death and injury to third parties or their property arising out of the Contractor's performance of the Contract including the Contractor's liability for damage to the Employer's property other than the Works and
(c) for liability of both Parties and of any Employer's representative for death and injury to the Contractor's personnel except to the extent that liability arises from the negligence of the Employer, any Employer's representative or their Employees.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Employer for his approval before the Start Date. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred. All payments received from insurers relating to loss or damage shall be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired.

13.3 If the Contractor fails to effect or keep in force any of the insurances referred to in the previous sub-clauses or fails to provide satisfactory evidence, policies or receipts, the Employer may without prejudice to any other right or remedy, effect insurance for the cover relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to the Contractor. If no payment is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of insurance shall not be made without the approval of the Employer.

13.5 Both Parties shall comply with any conditions of the insurance policies.

14. Site Investigation Reports:

14.1 The Tenderer at his own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works. The cost of visiting the Site shall be at the Tenderer's own expense. Tenderer shall also upload proof of document and site appreciation report for having visited site duly certified by the Assistant Executive engineer, before filing the tender:

15. Queries about the Contract Data

15.1 The Employer will clarify queries on the Contract Data.

16. Contractor to construct the Works

16.1 The Contractor shall construct the Works in accordance with the Specification and Drawings.

17. The Works to be completed by the Intended Completion Date

17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of the Employer, and complete them by the Intended Completion Date.

18. Approval by the Employer:

18.1 The Contractor shall submit Specification and drawings showing the proposed Temporary Works to the Employer, who is to approve them if they comply with the Specifications and Drawings.

18.2 The Contractor shall be responsible for the design of Temporary Works

18.3 The Employer’s approval shall not alter the Contractor’s responsibility for design of the Temporary Works.

18.4 The Contractor shall obtain approval of third parties to the design of third parties to the design of the temporary Works where required.

18.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Employer before their use.

19. Safety

19.1 The Contractor shall be responsible for the safety of all activities on the Site.

20. Discoveries

20.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Employer of such discoveries and carry out the Employer's instructions for dealing with them.

21. Possession of the Site

21.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

22. Access to the Site

22.1 The Contractor shall allow the Employer and any person authorized by the Employer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

23. Instructions

23.1 The Contractor shall carry out all instructions of the Employer which comply with the applicable laws where the Site is located.

24. Procedure for resolution of Disputes:

Refer Clause 4 of SCC.

B. Time Control

25. Program

25.1 Within the time stated in the Contract Data the Contractor shall submit to the Employer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works.

25.2 The Employer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A revised Program is to show the effect of Variations and Compensation Events.

26. Extension of the Intended Completion Date

26.1 The Employer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.

26.2 The Employer shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Employer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information.

27. Delays ordered by the Employer

27.1 The Employer may instruct the Contractor to delay the start or progress of any activity within the Works.

28. Management meetings

28.1 The Employer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the progress achieved and the plans for remaining work.

28.2 The responsibility of the parties for actions to be taken is to be decided by the Employer either at the management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

C. Quality Control

29. Identifying defects

29.1 The Employer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect

30. Tests

30.1 If the Employer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

31. Correction of defects

31.1 The Employer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

31.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Employer’s notice.

32. Uncorrected defects

32.1 If the Contractor has not corrected a Defect within the time specified in the Employer’s notice, the Employer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

COST CONTROL

33. Bill of Quantities (BOQ)

33.1 The BOQ shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.

33.2 The BOQ is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the BOQ for each item

34. Variations

34.1 The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the progress of the work by him
(a) Increase or decrease of any item of work included in the Bill of Quantities (BOQ);
(b) Omit any item of work;
(c) Change the character or quality or kind of any item of work;
(d) Change the levels, lines, positions and dimensions of any part of the work;
(e) Execute additional items of work of any kind necessary for the completion of the works; and
(f) Change in any specified sequence, methods or timing of construction of any part of the work.

34.2 The Contractor shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by the Employer and such alteration shall not vitiate or invalidate the contract.

34.3 Variations shall not be made by the Contractor without an order in writing by the Employer, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ so long as the work executed conforms to the approved drawings.

34.4 The Contractor shall promptly request in writing to the Employer to confirm verbal orders and the officer issuing oral instructions shall confirm it in writing within 30 days, failing which the work shall be carried out as though there is no variation. In case variation is approved it shall be accompanied by BOQ, failing which the contractor shall be responsible for deviation if any. Further, approval of Govt. / BWCC has to be obtained for the variation exceeding 5%.

35. Payments for Variations

35.1 Payment for increase in the quantities of an item in the BOQ up to 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor.

35.2 For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in or derived from in the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.

35.3 If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts would be made to derive the rates from those given in the BOQ or the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) and if found feasible the payment would be made at the derived rate for the item plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract

35.4 If the rates for additional, substituted or altered item of work cannot be determined either as at 35.1 or 35.2 or 35.3 above, the Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.

35.5 If the Contractor's quotation is determined unreasonable, the Employer may order the Variation and make a change to the Contract Price which shall be based on Employer’s own forecast of the effects of the Variation on the Contractor's costs.

35.6 If the Employer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

35.7 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

36. Submission of bills for payment

36.1 The Contractor shall submit to the Employer monthly bills of the value of the work completed less the cumulative amount paid previously.

36.2 The Employer shall check the Contractor's bill and determine the value of the work executed which shall comprise of (i) value of the quantities of the items in the BOQ completed and (ii) valuation of Variations and Compensation Events.

36.3 The Employer may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of later information.

37. Payments

Govt order No : FD 678 EXP -12/2023, BANGALORE DATED 06.06.2025 [Applicable]

37.1 ~~Payments shall be adjusted for deductions for advance payments other than recoveries in terms of contract and taxes, at source, as applicable under the law. The Employer shall pay the Contractor the within 60 days of submission of bill. The contractor shall be liable to pay liquidated damages for shortfall in progress. For progress beyond the agreed programme payment is subject to availability of the grants~~.[**Deleted**]

37.2 ~~Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract~~. .[**Deleted**].

38. Compensation events

38.1 The following are Compensation events unless they are caused by the Contractor:

- **(a)** The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.
- **(b)** The Employer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.
- **(c)** The Employer instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.
- **(d)** The Employer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
- **(e)** The effect on the Contractor of any of the Employer's Risks.
- **(f)** The Employer unreasonably delays issuing a Certificate of Completion.
- **(g)** Other Compensation Events listed in the Contract Data or mentioned in the Contract.

38.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date is extended. The Employer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

38.3 As soon as information demonstrating the effect of each Compensation event upon the Contractor's forecast cost has been provided by the Contractor, it is to be assessed by the Employer and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Employer shall adjust the Contract Price based on Employer's own forecast. The Employer will assume that the Contractor will react competently and promptly to the event.

38.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Employer.

39. Tax

39.1 The rates quoted by the Contractor shall be deemed to be exclusive of GST and inclusive of other taxes that the Contractor will have to be paid for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

40. Price Adjustment:

(As per the G.O No.FD 3 PCL 2008, Bangalore Dated: 21.11.2008)

(GO.No. GO.N.791 EXP -12/2015 dated: 26-02-2016 Bangalore)

~~If the period of execution is more than 6 months but less than or equal to 12 months for work costing more than Rs.50 lakhs. SR rates in respect of specified materials (cement, steel and bitumen) only shall be payable to the contractor based on the all India average wholesale price index for the said materials the SR rates adjustment shall be as per the increase or decrease in the index as applied to the said materials between the last date for receiving bids and the date of execution as per the approved programme of works~~

~~submitted by the contractor at the time of execution of agreement which shall mandatonly be a part of the agreement~~ [**Deleted**]

41. Liquidated damages

41.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the Contract Data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

41.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment of bill.

42. Advance Payments: Refer Section 6: Contract Data

43. Securities:

43.1 The Security deposit (including additional security for unbalanced tenders) shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and type of instrument acceptable to the Employer. The Security deposit shall be valid until a date 30 days from the date of expiry of Defects Liability Period and the additional security for unbalanced tenders shall be valid until a date 30 days from the date of issue of the certificate of completion.

44. Cost of Repairs:

44.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

45. Completion

45.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

46. Taking over

46.1 The Employer shall take over the Site and the Works within seven days of issuing a certificate of Completion.

47. Final account

47.1 The Contractor shall supply to the Employer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 90 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer shall issue within 90 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the amount payable to the Contractor and make payment within 60 days of receiving the Contractor’s revised account.

48. As-built drawings and /or Operating and Maintenance Manuals

48.1 If “as-built” (*Completion drawings*) Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.

48.2 If the Contractor does not supply the Drawings by the dates stated in the Contract Data, or they do not receive the Employer’s approval, the Employer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

49. Termination

49.1 The Employer may terminate the Contract if the other party causes a fundamental breach of the Contract.

49.2 Fundamental breaches of Contract include, but shall not be limited to the following:

(a) The Contractor stops work for 45 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer;
(b) Deleted.
(c) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
(d) Deleted.
(e) the Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer;
(f) The Contractor does not maintain a security which is required;
(g) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and
(h) If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.
For the purpose of this paragraph: “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.”

49.3 When either party to the Contract gives notice of a breach of contract to the Employer for a cause other than those listed under Sub Clause 49.2 above, the Employer shall decide whether the breach is fundamental or not.

49.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

49.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

50. Payment upon Termination

50.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall prepare bill for the value of the work done less advance payments received up to the date of the bill, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

50.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Employer shall prepare bill for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

51. Property

51.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor’s default.

52. Release from performance

52.1 If the Contract is frustrated by any event entirely outside the control of either the Employer or the Contractor the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made

F. Special Conditions of Contract

1. Labour:

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

2. Compliance with labour regulations:

During continuance of the contract, the Contractor shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or West Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the West Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of security deposit. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor in no case shall be treated as the employees of the Employer at any point of time

3. Protection of Environment:

The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or West Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or West Government or the local authority.

4. Arbitration (Clause 24)

Incorporation of 'Arbitration Clause' in the Govt Contract / tenders etc reg As per Govt of Karnataka No .LA-LAC/198/2024 Dated 16-11.2024

In exercise of he power conferred under the section 21 of the General Clauses Act. 1897 the Circlular No LA 273 LAC 2012(p) dated 10.01.2014 regarding incorporation of Arbiteration Clause in the Government contract/tenders etc. is hereby withdrawn with immediate effect.

4.1 Deleted

5. In the case of the death of a Contractor after executing the agreement / commencement of the work, his legal heir, if an eligible registered Contractor and willing can execute and complete the work at the accepted tender rates irrespective of the cost of the work.
6. The Contractor should produce invoice for procurement of Bitumen, Steel, HDPE ducts, Geo-textile material along with bills. No payments will be made without such invoices.
7. Mix Designs for Concrete and Asphalt work should be got approved by Chief Engineer before commencement of Work.
8. 63/51 mm Double Walled Corrugated HDPE Duct should have the inner layer as silicore marking the duct manufacturer and also size of the duct. The Duct should conform to ISO Certification and the colour of duct should be orange or blue for better identity.
9. The Contractor shall provide One four wheeler along with driver, fuel expenses to Project Engineers in-charge of work to facilitate and co-ordinate the supervision of the work.
10. The Contractor shall establish field lab and field office to facilitate quality assurance of execution of works.
11. The hot mix plant unit should be within the radius of 40km from Vidhanasoudha, Bangalore
12. The availability of hot mix plant and ownership will be ascertained by physical inspection at the time of technical evaluation by the evaluation authority
13. GST Shall be Paid to the Tendered Amount Separately
14. Tenderer should have Registered with EPF and ESI authorities: Certification should be produced at the time of Tendering OR else being entering into the Agreement.

Annexure:

LIST OF ORGANIZATIONS WHO ARE CONSIDERED AS APPOINTING AUTHORITY FOR APPOINTMENT OF ARBITRATORS[6]

Deleted

[6]

SECTION 6: CONTRACT DATA

Items marked "N/A" do not apply in this Contract.

The following documents are also part of the Contract:
Clause Reference

- The Schedule of Operating and Maintenance Manuals [48]
- The Methodology and Program of Construction [25]
- Site Investigation Reports [14]
- The Schedule of Key and Critical Equipment to be deployed on the work as per agreed program of construction. [25]

The Employer is:

Name: The Commissioner [1.1]
Address: BWCC, N.R. Square Bangalore-02
Name of authorized Representative:
Executive Engineer
Kengeri Division

.

The name and identification number of the Contract is
Comprehensive Development of Roads and Drains at Kodipalya, Sridharagudda Layout, Greenview Layout,
Jettegerepalya and Surrounding Area in ward no-33, Hemmigepura Under CMIDP Grants 2025-26 (GO
Sl.no-3 & 5) (Package-5)
Tender Reference No: **EE/KEN/TEND/03/ 2025-26.**

The Works consist of Comprehensive Development of Roads, Drains.

The start date shall be the date of issue of notice to proceed with the work. [1.1]

The Intended Completion Date for the whole of the Works is 6 **months**[7] with the following milestones [17, 26]

Milestone dates:
Physical works to be completed Period from the date of issue of Notice to proceed with the work

Milestone 1 i.e Financial Progress for Rs. 660.00 Lakhs within 02 Months from the date of work order (33%)
Milestone 2 i.e Financial Progress for Rs. 1320.00 Lakhs within 04Months from the date of work order (66%)

Milestone 3 i.e Financial Progress for Rs.3000.00 Lakhs within 06 Months from the date of work order (100%)

The Site Possession Date is: **Date of work order** [21]

[7] At the time of preparation of the tender document give the period required for completion of whole work and the milestones. When the Agreement is drawn after award of contract the dates can be put in.

The Site is located at **Kengeri Division Limits** and is defined in drawings [1.1]

The Defects Liability Period is 3 Years for roads asphalted with both BM/DBM and BC.[31]

The Defects Liability Period is 2 Year for roads asphalted with only BC.

The Defects Liability Period is 1 Year for civil works

Insurance requirements are as under: [13]

	Type of Cover	Minimum cover for Insurance
(i)	Works of Plant and materials	The sum stated in the Agreement plus 20%
(ii)	Loss or damage to equipment	Full replacement cost
(iii)	Loss or damage to property of Third Party	Full replacement cost
(iv)	Personal injury or death insurance (a) for Third Party	As Applicable
	(b) for Contractor's employees or labour	In accordance with the statutory requirements applicable to Karnataka

Price Adjustment Formula; The formulae for price Adjustment shall be as prescribed in Annexure -1 to the
G.O. No. FD 59 PRO. Cell/2004 dated 26-11-2004 and **Government order No. FD 3 PCL 2008,**
Bangalore, Dated :21-11-2008)

[40]

R= Value of work as defined in Clause 40.1 of Conditions of Contract.

Adjustment for labour component:

(i) Price adjustment for increase or decrease in the cost due to labour shall be paid in accordance with the following formula:

$V_L = 0.85 \times P_L /100 \times R \times (L_i - L_o) / L_o$ Where,

V_L = Increase or decrease in the cost of work during the quarter under consideration due to changes in rates for local labour;

L_o = The average consumer price index for industrial workers for Bangalore Centre for the quarter preceding the date of opening of tenders as published by the Labour Bureau, Ministry of Labour, Government of India;

L_i = The average consumer price index for industrial workers for Bangalore Centre for the quarter under consideration as published by Labour Bureau, Ministry of Labour, Government of India

P_L = Percentage of labour component of the work

Adjustment for Cement Component:

(ii) Price adjustment for increase or decrease in the cost of cement component procured by the contractor shall be paid in accordance with the following formula.

$$V_C = 0.85 \times P_C /100 \times R \times (C_i - C_o) / C_o \text{ , Where,}$$

V_C = Increase or decrease in the cost of the work during the quarter under consideration due to changes in the rates for cement;

C_o = The all India average wholesale price index for cement (Ordinary Portland Cement) for the quarter preceding the date of opening of the tenders as published by the Office of Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi;

C_i = The all India average wholesale price index for cement (Ordinary Portland Cement) for the quarter under consideration as published by the Office of Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

P_C = Percentage of cement component of the work

Note: For the application of this clause index of Ordinary Portland Cement[8] has been chosen to represent Cement Group

Adjustment for steel component:

(iii) Price adjustment for increase or decrease in the cost of steel procured by the contractor shall be paid in accordance with the following formula.

$V_S = 0.85 \times P_S/100 \times R \times (S_i - S_o)/S_o$ where,

V_S = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for steel;

S_o = The all India average wholesale price index for steel (M.S.Bars and rods) for the quarter preceding the date of opening of Bids as published by the Office of Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

S_i = The all India average wholesale price index for steel (M.S. Bars and Rods) for the quarter under consideration as published by the Office of Economic Advisor, Ministry of Commerce and Industry, New Delhi

P_S = Percentage of steel component of the work

Note: For the application of this clause, index of M.S. Bars and Rods has been chosen to represent steel group.

Adjustment of Bitumen Component:

(iv) Price adjustment for increase or decrease in the cost of bitumen shall be paid in accordance with the following formula:

$$V_B = 0.85 \times P_B/100 \times R \times (B_i - B_o)/B_o \text{ , Where}$$

V_B = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rate for bitumen.

B_o = The official retail price of bitumen at the IOC /HPCL/BPL or any other depot at ……. [9]on the day 30 days prior to the date of opening of Bids.

B_i = The official retail price of bitumen at the IOC/HPCL/BPL or any other depot at ……. for the 15th day of the middle calendar month of the quarter under consideration.

P_B = Percentage of bitumen component of the work.

Adjustment of Fuel and Lubricant component:

(v) Price adjustment for increase or decrease in cost of Fuel and Lubricants shall be paid in accordance with the following formula:

$$V_F = 0.85 \times P_F/100 \times R \times (F_i - F_o)/ F_o, \text{ Where,}$$

V_F = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for Fuel and Lubricants.

8

9

F_o = The official retail price of High Speed Diesel (HSD) at the IOC/HPCL/BPL or other consumer pump at Bangalore on the day 30 days prior to the date of opening of Bids.

F_i = The official retail price of HSD at the IOC/HPCL/BPL or other consumer pump at Bangalore for the 15^{th} day of the middle calendar month of the quarter under consideration.

P_F = Percentage of Fuel and Lubricant component of the work.

Note: For the application of this Clause the price of HSD has been chosen to represent Fuel and Lubricant Group

Adjustment for Plant and Machinery Spares Component:

(vi) Price adjustment for increase or decrease in the cost of plant and machinery spares procured by the contractor shall be paid in accordance with the following formula:

$$V_P = 0.85 \times P_P/100 \times R \times (P_i - P_o)/P_o \text{ , Where}$$

V_P = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for plant and machinery spares.

P_o = The all India average wholesale price index for Heavy machinery and parts for the quarter preceding the date of opening of bids, as published by the Office of the Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

P_i = The all India average wholesale price index for Heavy machinery and parts for the quarter under consideration as published by the Office of the Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

P_B = Percentage of Plant and Machinery Spares component of the work.

Note: For the application of this Clause index of Heavy Machinery and Parts[10] has been chosen to represent the Plant and Machinery Spares Group.

Adjustment for Other materials.:

(vii) Price adjustment for increase or decrease in the cost of other materials other than cement, steel, bitumen and Fuel and Lubricants, procured by the contractor shall be paid in accordance with the following formula:

$$V_M = 0.85 \times P_M/100 \times R \times (M_i - M_o)/M_o \text{ , Where}$$

V_M = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for local materials other than cement, steel, bitumen and Fuel and Lubricants.

M_o = The all India average wholesale price index for all commodities for the quarter preceding the date of opening of bids, as published by the Office of the Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

M_i = The all India average wholesale price index for all commodities for the quarter under consideration as published by the Office of the Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

P_M = Percentage of other material component (Other than cement, steel, bitumen and Fuel and Lubricants) of the work.

The following percentages will govern the price adjustment for the entire contract:

Sl. No	Description of Co-efficient	Range of Weightings %	Weightings %: Bidders to Specify below
1	Labour – P_L	15 - 20	
2	Cement – P_C	20 - 25	
3	Steel – P_S	5 - 10	
4	Bitumen – P_B	20 -25	
5	Fuel and Lubricants – P_F	5 - 8	
6	Plant and Machinery Spares – P_P	20- 25	
7	Other materials – P_M	15	
		TOTAL	100

The weight age shall be arrived appropriately at the time of award of contract.

[40]

10

The liquidated damages for the whole of the works are **Rs.** 1,50,000/- (amount) per day and that for the milestones are as under (0.1% of total amount)

For Milestone 1: Rs. 45,000/- per day [41]
For Milestone 2: Rs. 50,000/- per day
For Milestone 3: Rs. 55,000/- per day

The maximum amount of liquidated damages for the whole of the works is Ten percent of final contract price. [41]

The amounts of the advance payment are:
[42]

Nature of Advance	Amount (Rs.)	Conditions to be fulfilled
NA	NA	NA

(The advance payment will be paid to the Contractor no later than 30 days after fulfillment of the above conditions).(As per Approval By Competent authority)

Repayment of advance payment for mobilization : [42]

The advance loan shall be repaid with percentage deductions from the interim payments certified by the Engineer under the Contract. Deductions shall commence in the next Interim Payment Certificate following that in which the total of all such payments to the Contractor has reached not less than 15 percent of the Contract Price or Three [11] months from the date of payment of first installment of advance, whichever period concludes earlier, and shall be made at the rate of 7.5% percent of the amounts of all Interim Payment Certificates until such time as the loan has been repaid, always provided that the loan shall be completely repaid prior to the expiry of the original time for completion pursuant to Clauses 17 and 26.

The date by which "as-built" **drawings (in scale 1:1000**) in 2 sets are required is within 30 days of issue of certificate of completion of Whole or Section of the Work as the case may be. [48]
The date by which Operating and Maintenance Manuals are required is within 30 days of issue of certificate of completion of Whole or Section of the Work as the case may be.

The amount to be withheld for failing to supply "as built" drawings or supply of Operation and Maintenance Manuals by the date required is **Rs 1,00,000/-**

(The amount should be sufficient to get the completion drawings or Operating and Maintenance Manuals prepared by alternative agency in case the contractor fails to submit.) [48]

The following events shall also be fundamental breach of the contract: [49.2]

1. The contractor has contravened Sub-clause 7.1 and Clause 9 of CC.

The percentage to apply to the value of the work not completed representing the Employer's Additional cost for completing the Works shall be 30 percent (30%) . [50.1]

(Change if need be. It should be sufficient to get the balance of works completed by alternative agency.)

11

SECTION 7: SPECIFICATIONS

All Items of Work shall be measured as per actual execution.

1.1 General Requirements

The Technical Specifications in accordance with which the entire Work described hereinafter shall be constructed and completed by the Contractor shall comprise of the following.

1.1.1 PART – I: General Technical Specifications

The General Technical Specifications shall be the "SPECIFICATIONS FOR ROAD AND BRIDGE WORKS (FOURTH REVISION, Reprint of February 2008)" issued by the Ministry of Shipping, Road Transport & Highways (formerly the Ministry of Surface Transport), Government of India and published by the Indian Roads Congress.

1.1.2 PART – II: Supplementary Technical Specifications

The Supplementary Technical Specifications shall comprise of various Amendments / Modifications / Additions to the "General Technical Specifications" referred to in PART – I above and Additional Specifications for Particular Item of Works not already covered in PART – I.

1.1.2.1 A Particular Clause or a Part thereof in "SPECIFICATIONS FOR ROAD AND BRIDGE WORKS (FOURTH REVISION, Reprint of February 2008)", as corrected in the original referred in PART – I above, where Amended / Modified / Added upon, and incorporated in PART – II, referred to above, such Amendment / Modification / Addition supersedes the relevant Clause or part of the Clause.

1.1.2.2 The Additional Specifications shall comprise of Specifications for Particular Item of Works not already covered in PART – I.

1.1.2.3 When an Amended / Modified / Added Clause supersedes a Clause or part thereof in the said Specifications, then any reference to the superseded Clause shall be deemed to refer to the Amended / Modified / Added Clause or part thereof.

1.1.2.4 In so far as Amended / Modified / Added Clause may come in conflict or be inconsistent with any of the Provisions of the said Specifications under reference, the Amended / Modified / Added Clause shall always prevail.

1.1.2.5 In the absence of any definite Provisions on any particular Issue in the aforesaid Specifications, reference may be made to the Latest Codes and Specifications of IRC and BIS in that order. Where even these are silent, the Construction and Completion of the Works shall conform to Sound Engineering Practice as approved by the Engineer-in-charge and in case of any dispute arising out of the interpretation of the above, the decision of the Engineer-in-charge shall be final and binding on the Contractor.

1.1.2.6 The contractor shall stakeout the alignment and establish the Benchmarks and its Preservation / Checks as required at required frequency, etc. shall be as per the Provisions in the Relevant Specifications / Codes and approved by the Engineer-in-charge. The Cost of these Works is considered Incidental to Main Work and Part of the Contract and no extra payment shall be made towards this.

1.1.2.7 No Commercial Traffic, including Construction Traffic shall never be allowed on any of the Completed Non Bituminous Layers. The Work shall be so programmed that Traffic shall never be allowed over Finished Bituminous Macadam (BM) Layer, and under exceptional circumstances traffic could be allowed over Finished BM Layer if finished with Seal Coat. Such cost of seal coat shall be considered as Incidental to the Main Work and no Extra Payment will be made. Specifications given in **Clause 504.5** of Ministry of Shipping, Road Transport & Highways (MoRT&H) shall govern. All Bituminous Layers shall be laid only after the Completion of the Drain Works, Footpaths, Kerb, Median, Islands, etc. as proposed.

Amendments / Modifications / Additions to existing Clauses of General Technical Specifications of the "SPECIFICATIONS FOR ROAD AND BRIDGE WORKS" are as under:

Clause 102 Definitions

The following abbreviations shall be added in this Clause.
"BWCC" – Bengaluru city West Corporation
"GBA – Greater Bangalore Authority
"BWCC" – Bruhat Bengaluru Mahanagar Palike
"Engineer" / "Engineer – in – Charge" shall mean the "Engineer-in-charge of work".

Clause 108.4 Delete clause 108.1 and 108.2.

Clause 109.9 the existing clause is substituted as follows.

Precision automatic levels, having a standard deviation of + or – 2 mm per km, and fitted with micrometer attachment shall be used for all double run leveling work. Setting out of the Alignment and Measurement of Angles shall be done by using Modern Total Station Equipment and the Data so captured shall be adequate and Compatible for downloading on Personal Computers and use in Highway Design Software".

Clause 111 Precautions for Safeguarding the Environment

This whole Clause shall be substituted by the following.

Clause 111.1 General

The Contractor shall take all Precautions for safeguarding the environment during the course of the Construction of Works. He shall abide by all the Rules, Regulations and Laws in Force governing Pollution and Environmental Protection that are applicable to the area where the Works are situated.

NOISE: **All Construction Operations shall be performed in a manner to minimize Noise and Vibration. The noise and dust pollution of construction activities should not affect the normal life of public.**

If the Noise Level are found to be above the Standards and it is determined by the Engineer-in-charge that these Levels are due to the Equipment or Plants being deployed by the Contractor, he shall undertake, at his own cost, Measures as approved by the Engineer-in-charge, to bring these Levels down to the Specified Levels. The Contractor shall ensure

Clause 111.2 Borrow Pits for Embankment Construction

Borrow Pits shall not be dug within the town/city limits. The necessary permissions for the borrow pits shall be obtained by the contractor before excavation. The Contractor will ensure that Proper Excavation Techniques are used to improve Stability and Safety of the Borrow Area and the Labours. The Excavation shall be carried out in such a way that the Area does not inundate during Monsoons, generate Cesspools of Water for Breeding Site. The Area after Excavation shall be properly landscaped. The Stipulations in **Clause 305.2.2** shall govern.

Clause 111.3 Quarry Operations

The Contractor shall obtain Material from licensed quarries only after the consent of the Concerned Authorities. The Contractor shall as far as possible schedule the Movement of Transport carrying Material to and from the Site during non peak hours. The Trucks carrying Dusty Material shall be covered with Tarpaulin and provided with adequate Free Board to prevent spillage. End Boards shall be provided in Loaders to prevent spillage. Stockpiling of Material shall be properly planned so that to ensure that no Traffic Jam takes place in the Project Area.

Clause 111.4 Control of Soil Erosion and Sedimentation

The Contractor shall carry out the Works in such a manner that Soil Erosion is fully controlled. The Stipulations in **Clause 306** shall govern.

Clause 111.5 Precautions against Dust

The Contractor shall take all Reasonable Steps to minimize Dust Nuisance during the Construction of the Works. All Existing Roads used by Vehicles of the Contractor or any of his Sub Contractor or Suppliers of Materials or Plant, and similarly any New Roads, which are Part of the Works and which are being used by Traffic, shall be kept Clean and Clear of all Dust / Mud or other Extraneous Material dropped by the said Vehicles or their Tyres. Similarly, all Dust or Mud or other Extraneous Material from the Works shall be immediately cleared by the Contractor. Clearances shall be affected immediately by Manual Sweeping and Removal of Debris, or, if so directed by the Engineer, by Mechanical Sweeping and Clearing Equipment, and all Dust, Mud and other Debris shall be removed entirely from the Road Surface. Additionally, the Road Surface shall be hosed or watered using suitable Equipment to avoid Dust Pollution.

Clause 111.6 Pollution from Hot Mix Plant, Batching Plant and Other Construction Machinery

The Contractor shall ensure the use of relatively new or well maintained Hot Mix Plant (Batching Plant) so that Emission conforms to the applicable standards norms and be fitted with Dust Extraction Unit; avoid Prolonged Engine Powered Equipment Idleness. Asphalt Mixing Sites shall be located more than 500m from city/town limits. The Hot Mix Plant shall be founded on Compacted / Paved Surface so that the Spills do not affect the Aquifer. Properly Sizing and Maintenance of Mufflers, Engine Intake, Silencers and Engine Enclosures shall be carried out. The Contractor shall take every Precaution to reduce the Levels of Noise, Vibration, Dust and Emission from his Plant. The Contractor shall be fully responsible for any Claims for Damages caused to the Owner of Property, Fields and Residence in the Vicinity.

All Vehicles, Equipments and Machineries needed for Construction will be regularly maintained to ensure that Pollution Emission Levels conform to applicable norms.

Clause 111.7 Road Safety

The Diverted Roads shall be made good as directed by the Engineer-in-charge to his satisfaction. The Expenses towards the same shall be borne by the Contractor. The Contractor shall provide Adequate Circuit for Traffic Flow around Construction Area, Control Speed of Construction Vehicles through Road Safety and Training of Drivers, provide Adequate Signage, Barriers and Flag Persons for Traffic Control. If there are Traffic Jams during Construction, measures shall be taken to relieve the Congestion with the Assistance of Traffic Police. Safety of Workers undertaking various Operations during Construction will be ensured by providing safety gadgets. The Contractor has to depute required number of persons to regulate Traffic Flow in Consultation with Traffic Police at his own cost.

Clause 111.8 Sanitation and Waste Disposal in Construction Camp

The Contractor shall ensure that the Construction Camps are located at a distance of minimum 200m from Water Sources. Special Attention shall be paid to the Sanitary Conditions of the Camps. The Contractor shall ensure that Sufficient Measures are taken for Provision of Septic Tanks and Sanitation Facility. Waste in Septic Tanks shall be cleaned periodically. Sewer Waste shall be collected in Soak Pits and disposed of daily. The Contractor shall provide adequate measures for the health care of Workers and arrange their regular medical check up to ensure that they do not suffer from Communicable Diseases. At every work place, good and sufficient potable water supply shall be maintained to avoid Waterborne / Water Related Diseases. If any Pits are dug at Construction / Camp Site, which are not properly filled up and may turn into Mosquito Breeding Sites during monsoons, either these Pits shall be filled up properly so that no water gets accumulated or sprayed frequently with Pesticides to prevent Mosquito Breeding. Prior Permission of the Engineer-in-charge and Regulatory Authority shall have to be taken by the Contractor for discharging or disposing of any material arising from the Execution of Workers.

Clause 111.9 Substance Hazardous to Health

The Contractor shall not use or generate any Material in the Work, which are hazardous to the health of persons, animals or vegetation. Where it is necessary to use some substance, which can cause injury to the health of the Workers, the Contractor shall provide suitable protection gears /gadgets

Clause 111.10 Any Structural Damage caused to the existing Roads / Structures by the Contractor’s Equipment shall be made good without any extra cost.

Clause 111.11 Use of Nuclear Gauges

Nuclear Gauges shall be used only where permitted by the Engineer-in-charge. The Contractor shall provide the Engineer-in-charge with a copy of the Regulations governing the Safe Use of Nuclear Gauges he intends to employ and shall abide by such Regulations.

Clause 111.12 Environmental Monitoring

In order to carry out periodic checks, Environmental Monitoring will be carried out by the Engineer-in-charge as per the Schedule and if any Parameter is found above the Acceptable Standards, Mitigation Measures / Control Measures as decided by the Engineer-in-charge shall be complied with by the Contractor.

Clause 111.13 Protection of Existing Trees

The Contractor shall take all Necessary Measures to ensure Safety and Protection of the Trees from any action whatsoever relating to his Construction Operations in the project areas.

Clause 111.14 Disposal of Materials outside Work Site

Notwithstanding other Relevant Provision in the Contract, the Excess Material generated by Dismantling, Excavation, Waste Material and Lubricants, Used Oil, Gasoline and other such Substances, etc. shall be removed from the Site, outside the right of way at regular intervals and the Site shall be kept clean from all such Disposable Materials, Grease, Cotton and other Wastes. Construction Materials will be disposed off in Shallow Soak Wells constructed in the Construction Site. Such intervals shall not exceed one month under any circumstances. The Selection of the Disposal Site shall be the Responsibility of the Contractor and he shall ensure that the Selected Site does not result in 'any claim for Damages to the Engineer-in-charge or violation of any Existing Laws.

Clause 111.15 Compliance with the foregoing will not relieve the Contractor of any responsibility for complying with the Requirement of any Highway Authority in respect of the Roads used by him.

Clause 112 Arrangement for Traffic during Construction

Clause 112.1 General

In addition to the existing clause, contractor shall comply the following.

"One Week before undertaking Work, which would involve any Obstruction whatsoever to Traffic, the Contractor shall submit a Traffic Control Plan for the Engineer-in-charge’s Approval.

The Plan shall include

i. Typical Drawings for Temporary Diversions in accordance with **Sub Clause 112.3.**

ii. Typical Details of Arrangements for Construction under Traffic including Details of Traffic Arrangements proposed to be in place after the cessation of work in each day.

Special Consideration shall be given in the preparation of the Traffic Control Plan to the Safety of Pedestrians and Workers and Delineation of the Roadway at night including adequate and appropriate Lighting and Signboards. The Provisions contained in IRC: SP – 55 – 2001 "Guidelines for Safety in Construction Zones" shall be strictly followed.

Clause 121 Field Laboratory

Clause 121.2 Description

In addition to the existing clause, contractor shall comply the following.

“Within two weeks from the date of agreement, the Contractor shall prepare Detailed Working Drawing of the Laboratory Building and List of Make / Supplier of the Equipment to the Engineer-in-charge for his Approval.

The Laboratory and its Associated Work including its Administration shall be to the complete Satisfaction of the Engineer-in-charge throughout the Project Period till such time all the completion Certificates are issued. The Contractor must satisfy the Engineer-in-charge in any NonCompliance whatsoever. During the Period specified, the Laboratory Tests shall be performed in another Laboratory proposed by the Contractor and approved by the Engineer-in-charge."

Clause 121.3 Laboratory Equipment

This Clause shall read as under.

"The following Items of Laboratory Equipment shall be provided in the Field Laboratory."

A: General	
(i) Balance	
(a) 7 kg to 10 kg Capacity Semi Self Indicating, Electronic Type – Accuracy 1gm	2 Nos.
(b) 500 gm Capacity Semi Self Indicating, Electronic Type – Accuracy 0.01 gm	2 Nos.
(c) Pan Balance, 5 kg Capacity, Accuracy 0.5 gm	3 Nos.
(d) Platform Scale – 300 kg Capacity	1 No.
(e) Chemical Balance, 100 gm Capacity, Accuracy 0.001 gm	1 No.
(ii) Ovens – Electrically Operated, Thermostatically Controlled	
(a) From 100°C to 220°C, Sensitivity 1°C	1 No.
(iii) Sieves – as per IS: 460 – 1962	
(a) IS Sieves 450mm Internal Dia of Sieve Sets as per IS of Required Sieve Sizes complete with Lid and Pan	2 Sets

(b) IS Sieve 200 mm Internal Dia (Brass Frame and Steel or Brass Wire Cloth Mesh) consisting of Sieve Sets of required Sieve Sizes complete with Lid and Pan	2 Sets
(iv) Sieve Shaker capable of taking 200mm and 450mm dia Sieves, Electrically Operated with time Switch Assembly (As per IS)	1 No.
(v) Compression Testing Machine of Capacity 200T	1 No.
(vi) Stop Watches of Accuracy 0.2 Sec	2 Nos.
(vii)Glassware comprising of Beakers, Pipettes, Dishes, Measuring Cylinders (100 to 1000 cc capacity), Glass Rods and Funnels, Glass Thermometers range 0°C to 100° C and Metallic Thermometers range upto 300°C	1 Dozen each
(viii) Hot Plates, 200mm dia (1500 W)	2 Nos.
(ix) Enamel Trays	
(a) 600mm X 450mm X 50mm	6 Nos.
(b) 450mm X 300mm X 40mm	6 Nos.
(c) 300mm X 250mm X 40mm	6 Nos.
(d) Circular Plate, 250mm dia	6 Nos.
(x) Water Testing kit	1 No.
B: For Soils	
(i) Water Still	1 No.
(ii) Liquid Limit Device with and A.S.T.M Grooving Tools as per IS: 2720	2 Nos.
(iii) Sampling pipettes fitted with pressure and suction inlets, 10 capacity	1 set
(iv) Compaction Apparatus (Proctor) as per IS: 2720 (Part 8) complete with Collar, Base Plate and Hammer	2 Nos.
(v) Modified AASHTO Compaction Apparatus as per IS: 2720 (Part 7) – 1974 or Heavy Compaction Apparatus as per IS Complete with Collar, Base Plate, Hammer	2 Nos.
(vi) Sand Pouring Cylinder with Conical Funnel and Tap and Complete as per IS: 2720 (Part – 28) – 1974 including Modified Equipment	6 Nos.
(vii)Sampling Tins with Lids 100mm diameter X 75mm height, 0.5kg Capacity and Miscellaneous Items like Moisture Tins with Lid (50g), etc.	24 Nos.
(viii) Lab CBR Testing Equipment for conducting CBR Testing, Load Frame with 5T Capacity, Electrically Operated with Speed Control as per IS: 2720 (Part 16), and consist of the following.	1 set
(a) CBR Moulds, 150mm Diameter, 175mm Height complete with Collar, Base Plate, etc.	30 Nos.
(b) Tripod Stands for holding Dial Gauge Holder	12 Nos.
(c) CBR Plunger with Settlement Dial Gauge Holder	2 Nos.

(d) Surcharge Weights, 147mm Diameter, 2.5kg Weight with West Hole	12 Nos.
(e) Spacers Disc, 148mm Diameter, 47.7mm Height with Handle	3 Nos.
(f) Perforated Plate (Brass)	12 Nos.
(g) Soaking Tank for accommodating 6 CBR Moulds	4 Nos.
(h) Proving Rings of 1000kg, 2500kg and 5000kg Capacity	1 each
(i) Dial Gauges, 25mm Travel, 0.01mm / Division	10 Nos.
(ix) Standard Penetration Test Equipment	1 No.
(x) Nuclear Moisture Density Meter or equivalent	1 No.
(xi) Rapid Moisture Meter complete with Chemicals	2 Nos.
(xii) Unconfined Compression Test Apparatus	1 Set
C: For Bitumen and Bituminous Mixes	
(i) Constant Temperature Bath for accommodating Bitumen Test Specimen, Electrically Operated and Thermostatically Controlled	1 No.
(ii) Penetrometer, Automatic Type, Adjustable Weight Arrangement and Needles as per IS: 1203 – 1958	1 No.
(iii)Soxhlet Extraction or Centrifuge type Apparatus Complete with Extraction Thimbles with Solvent and Filter Paper	1 No.
(iv) Laboratory Mixer including required Accessories	1 No.
(v) Marshall Compaction Apparatus Automatically Operated as per ASTM 1559 – 62T Complete with Accessories	1 set
(vi) Distant Reading Thermometer	1 No.
(vii) Riffle Box	1 No.
(viii) Automatic Asphalt Content Meter	1 No.
D: For Cement, Cement Concrete and Materials	
(i) Water Still	1 No.
(ii) Vicat Needle Apparatus for setting time with Plungers, as per IS: 269 – 1967	1 No.
(iii) Moulds	
(a) 150mm Diameter X 300mm Height Cylinder with Capping Component	As Required
(b) Cubicals150mm, 100mm (each size)	As Required
(iv) Concrete Permeability Apparatus	1 No.
(v) High Frequency Mortar Cube Vibrator for Cement Testing	1 No.
(vi) Concrete Mixer, Power Driven, 1 cft Capacity	1 No.
(vii) Variable Frequency and Amplitude Vibrating Table, Size 1m X 1m, as per the Relevant British Standard	1 No.
(viii) Flakiness Index Test Apparatus	1 No.
(ix) Aggregate Impact Test Apparatus as per IS: 2386	1 No.

(Part 4) 1963	
(x) Los Angeles Abrasion Apparatus as per IS: 2386 (Part 4) 1963	1 No.
(xi) Flow Table as per IS: 712 – 1973	1 No.
(xii) Equipment for Slump Test	4 Nos.
(xiii) Equipment for Determination of Specific Gravity for Fine and Coarse Aggregate as per IS: 2386 (Part – 3) 1963	4 Nos.
(xiv) Compression and Flexural Strength Testing Machine of 200T Capacity with Additional Dial for Flexural Testing	1 No.
(xv) Core Cutting Machine with 10cm Diameter Diamond Cutting Edge	2 Nos.
(xvi) Needle Vibrator	4 Nos.
(xvii) Air Entrainment Meter	1 No.
(xviii) 0.5 cft, 1 cft Cylinder for Checking Bulk Density of Aggregate with Tamping Rod	As Required
(xix) Soundness Testing Apparatus for Cement	1 set
E: For Control of Profile and Surface Evenness	
(i) Total Station	1 No.
(ii) Precision automatic level with micrometer attachment	2 sets
(iii) Distomat or equivalent	1 set
(iv) Theodolite, Electronically operated with Computerised Output Attachment.	1 set
(v) Precision Staff	3 sets
(vi) 3m Straight Edge and Measuring Wedge	3 sets
(vii) Camber Templates 2 lane	
(a) Crown type Cross Section	1 set
(b) Straight Run Cross Section	2 sets
(viii) Steel Tape	
(a) 5m long	2 sets
(b) 10m long	2 sets
(c) 20m long	2 sets
(d) 30m long	2 sets
F: Any other Items as may be required for carrying out the Testing for the Works.	

In case if the contractor fails to provide specialized equipment in field laboratory to carry out all relevant tests, contractor should ensure that the requisite tests are performed in an approved laboratory which shall be approved by the Engineer In Charge.

Out of the total tests to be carried out, It is mandatory that the contractor shall arrange a minimum of 30% of all the tests done in a NABL/NACC accredited laboratory.

Clause 121.4 Ownership

This Clause shall be read as under.

“The Field Laboratory Building shall remain the Property of the Contractor. It shall be dismantled at his own Cost to the Satisfaction of the Engineer-in-charge within two months of issuance of completion Certificate.

Clause 121.5 Maintenance

This Clause shall be read as under.

"The Contractor shall arrange to maintain the Field Laboratory including Sample Store Yards in a Satisfactory Manner until the issue of completion Certificate for the Complete Work. Maintenance includes all Activities described in **Clause 120.4** and Maintenance of Equipment and running of the same including Chemicals and Consumables."

Clause 121.7 This Clause shall be read as under

"The Cost of Provision of Field Laboratory including Supply of Laboratory Equipment and also Provision of Adequate Number of Qualified Personnel, Erection, Maintenance and Running of Laboratory including all Consumables like Chemicals and Reagents shall be deemed to have been included in the Contract Price.”

Clause 305.3 Construction Operations

Clause 305.3.4 Compacting Ground Supporting Embankment / Sub grade

Replace the Para 1 of this Clause by the following.

Where necessary, the Original Ground shall be scarified to a depth of 500mm levelled, mixed with water and then compacted by rolling to facilitate placement of First Layer of Embankment and its Compaction in accordance with the Requirement as given in Table 300 – 2 modified as above.

Add the following Sentence at the end of Para 2.

"Where necessary to facilitate Compaction of the Sub Grade to 98% relative Compaction as stated above, a further Depth of maximum of 150 mm thickness shall be loosened, watered and compacted in accordance with Clause 305.3.5 and 305.3.6 to not less than 97% of Maximum Dry Density, determined in accordance with IS: 2720 (Part – 8)."

Clause 306 Soil Erosion and Sedimentation Control

Clause 306.4 Measurement for Payment

Substitute Clause 306.4 as follows.

"All Temporary Sedimentation and Pollution Control Works shall be deemed as Incidental to the Earthwork and other Items of Work and as such no Separate Payment shall be made for the same."

Clause 401 Granular Sub Base

Clause 401.2 Materials

Clause 401.2.1 Para 1 of this Clause shall read as under.

"The Material to be used for the Work shall be Graded Crushed Stone Aggregates only. The Material to be used for the Work shall be Non Plastic Sub Base with Crushed Stone Aggregates only conforming to Grading – 2 given in Table 400 – 2." The Material shall be Free from Organic or other Deleterious Constituents and conform to Grading given in Table 400 – 2.

Clause 406 Wet Mix Macadam Sub base / Base Course

Clause 406.2.1.1 Add at the end of Para 1.

"The Fraction of Material passing through 4.75mm Sieve shall be Crusher Run Screening only."

Clause 406.3.4 Spreading of Mix

Substitute First Sentence of Para 2 of this Clause by

"The mix shall be spread by a Paver Finisher for Road Sections proposed for Reconstruction and by Motor Grader for Widened Portions."

Clause 408 Cement Concrete Kerbs

Delete the Paragraph of **Sub Clause 408.1** and add the following.

"This Work shall consist of Construction of Pre Cast Cement Concrete Kerbs (Semi Barrier / Mountable) using M20 Grade obtained by Weigh Batching only and conforming to the Lines, Levels and Dimensions as per the Approved Drawing. Mountable Kerb shall be placed at the Approaches to various Roadside Properties for Access and at Remaining Places Semi Barrier Type Kerbs shall be placed. Suitable Provision shall be made for Grating Kerb to convey the Surface Water to Tertiary Drain through Shoulder Drains as per the Approved Drawing."

Delete the Paragraph of **Sub Clause 408.3** and add the following Paragraph.

“These shall be Pre cast Concrete Kerbs (Semi Barrier / Mountable) placed in Line and Level and as per the Approved Drawing and as per the Directions of the Engineer-in-charge.”

Clause 408.5.6 Add new Sub Clause

"After erection, Kerbs shall be painted with one coat Primer and two coats of Colour Paint (White and Black as approved by the Engineer-in-charge). All Colours shall be Ready Mix Oil bound and shall be approved by the Engineer-in-charge."

Clause 501 General Requirements of Bituminous Layers

Clause 501.3 Mixing

The First Sentence of Para 1 shall be read as under.

"Pre Mixed Bituminous Materials, including Bituminous Macadam, Dense Bituminous Macadam, Semi Dense Bituminous Concrete and Bituminous Concrete, shall be prepared in a Batch Type Hot Mix Plant.

Clause 501.6 Compaction

Replace the Eighth Sentence of Second Para beginning "The Intermediate Rolling …… 5.6 kg / Sqcm” by “The Intermediate Rolling shall be done with a Pneumatic Tyred Roller of 12 – 15 Tons Weight having nine wheels, with a Tyre Pressure of at least 5.6 kg / Sqcm".

Add at the end of 6th Para.

"Rolling shall be continued till the Density achieved satisfies the Requirements of **Clause 903.4.2** and all Roller Marks are eliminated".

Clause 502 Prime Coats Over Granular Base (WMM)

Add the following Clause.

Rate of Application of Prime Coat over Wet Mix Macadam Base shall be 0.75 kg per Sqm.

Clause 503 Tack Coat

Add the following Clause.

Rate of Application of Tack Coat over Bituminous Surface shall be 0.25 kg per Sqm.

Clause 504 Bituminous Macadam

Clause 504.2 Materials

Clause 504.2.1 This Clause shall be read as under.

The Bitumen shall be Paving Bitumen of viscosity Grade 30 (VG-30)

Clause 504.2.2 Coarse Aggregates

i. Delete the Words from 2nd Line of 1st Para "Crushed Gravel or other Hard Materials retained on the 2.36 mm sieve".

ii. Delete the entire Para 3 of Clause 504.2.2.

iii. From the Table 500 – 3 delete at the bottom of the Table asterisk "Aggregate may satisfy Requirements of either 'of these Two Tests" and modify as under.

"Aggregate shall satisfy both the Tests Values of Los Angeles Abrasion Value and Aggregate Impact Value."

Clause 509 Bituminous Concrete

Clause 509.2.1 This Clause shall be read as under.

“Bitumen shall be viscosity Grade 30 (VG-30).”

Clause 509.2.5 Aggregate Gradation

Add the Note below Table 500 – 18.

"The Grading of the Aggregate Mix as used in the Work shall be a Smooth Curve within the Approximate Parallel of the Envelope in Table 500 – 18".

Clause 509.2.2 This Clause shall be read as under

From the Table 500 – 17 delete at the bottom of the Table asterisk "Aggregate may satisfy Requirements of either of these two tests" and modify as "Aggregate shall satisfy both the Tests".

Clause 801 Traffic Signs

Clause 801.1.2 This Clause shall read as under.

"All Road Signs shall be of Retro Reflectorised type and made of High Intensity Grade with Encapsulated Lens type Reflective Sheeting vide **Clause 801.3**, fixed over Aluminum Sheeting as per these Specifications."

Clause 801.5 Add, "As well as other Informatory / any other Types of Signs", after the words "for Direction and Place Identification Signs" in the third line.

Clause 803 Road Markings

Clause 803.2 This Clause shall read as under.

Road Markings shall be of Hot Applied Thermoplastic Compound.

Clause 803.3 Deleted.

Clause 803.4.4 Clause 803.4.4.7 is added as under.

Clause 803.4.4.7 A Motorized Vehicle shall be used for Road Marking. The Equipment shall be able to mark all Types of Markings as per the Approved Drawings, viz. Straight Lines, Dashed Lines, Curved Lines, Edge Line, Arrows, Letters, etc., using Stencils (if required) eliminating Human Error. The Equipment shall have its own Drive Engine with other Items, e.g. Paint Container of adequate size, Heating Units, Parking Brake, etc. The finished surface shall be levelled, uniform and free from Streaks and Holes.

The Contractor shall maintain Control over Traffic while Painting Operations are in Progress so that not to cause Minimum Inconvenience to Traffic and Compatible with protecting the Workmen. During the Work, the Contractor shall use necessary Road Safety Appliances viz. Traffic Cones, Traffic Bollard, Plastic Chains, etc. and the same shall be treated Incidental to the Work and shall not be paid separately.

Clause 900 Quality Control for Road Works

Clause 901 General

Clause 901.1 the existing Clause is replaced as under.

"All Materials to be used, all Methods adopted and all Works performed shall be strictly in accordance with the Requirements of these Specifications. The Contractor shall set up a Field Laboratory at Locations approved by the Engineer-in-charge and equip the same with Adequate Equipment and Personnel in order to carry out all the Required Tests and Quality Control Work as per the Specifications and / or as per Clause 121 and / or as directed by the Engineer-in-charge. The List of Laboratory Equipment and the Facilities to be provided shall be as per Clause 121 and shall be approved by the Engineer-in-charge in advance.

Clause 901.5 the existing Clause is replaced as under.

"The Contractor shall provide necessary Cooperation and Assistance in obtaining the Samples for Tests and carrying out the Field Tests as required

by the 'Engineer-in-charge' from time to time. This may include Provision of Laboratory, Equipment, Transport, Consumables, and Personnel including Labour, Attendants, Assistance in Packing and Dispatching and any other Assistance considered necessary in Connection with the Tests.”

Clause 903 Quality Control Tests during Construction

Clause 903.4 Tests on Bituminous Constructions

In Table 900 – 4, Serial No. 6 for Bituminous Macadam / Semi Dense Bituminous Concrete and for Bituminous Concrete, add the following at the end in the Frequency Column.

"10% of the Density Tests shall be done on edges."

SECTION 8: DRAWINGS

(Enclosed Separately)

SECTION 9: BILL OF QUANTITIES

The contractor has to quote for each item of work in Bill of quantities made available in e-procurement portal

(1) Item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities (refer: ITB Clause 11.2 and CC Clause 37.2).
(2) Unit rates and prices shall be quoted by the Tenderer in Indian Rupees.
(3) Where there is a discrepancy between the rate in figures and words, the lower of the two will govern.
[ITT Clause 24.1(a)]
(4) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern [ITT Clause 24.1 (b)]
(5) GST will be paid separately to the Tendered Amount

SECTION 10: FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To: ..... *[name of Employer]*
..... *[address of Employer]*

WHEREAS ..... *[name and address of Contractor]* (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. ..... dated : ..... to execute .....*[name of Contract and brief description of Works]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs. ..... *[amount of guarantee]* [12]_Rupees.....*[in words]*, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of ..... *[amount of guarantee]*[13] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 30 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor _____
Name of Bank _____
Address _____
Date _____

[12] An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract

[13] An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract